requires care and skill, whether he takes it for reward or gratuitously, a failure to exercise the measure of care and skill appropriate to such employment is culpable negligence, and if damages result therefrom an action will lie." Such a doctrine as this indicates that under some circumstances the invitor would be bound to exercise a high degree of care. It means that the invitee can recover for any injuries due to the active negligence of the invitor.

PERPETUITY—LEASE NOT TO COMMENCE WITHIN TWENTY-ONE YEARS—VALIDITY—INTERESSE TERMINI.—The plaintiffs were in possession of a beer house under a lease for fifty years, granted in 1896. The reversioner in fee granted a lease, dated March 25, 1917, of the premises to the plaintiffs, commencing immediately upon the expiration of the first lease. *Held*, the lease is not void as offending the rule against perpetuities. *Mann, Crossman & Paulin Lim* v. *Land Registrar*, 87 L. J. Ch. 81.

The question here is whether the *interesse termini* which undoubtedly the tenant *in futuro* takes is a vested, executory or contingent interest. If it is vested it does not come within the rule of perpetuities. If it is executory or contingent it does. There is no objection on the ground of remoteness to a gift to unborn children for life and then to an ascertained person provided the vesting of the estate in the latter is not postponed too long. *Loring* v. *Blake*, 98 Mass. 253; *Evans* v. *Walker*, 3 Ch. D. 211; *In re Roberts*, 19 Ch. D. 520. The instant case has never been expressly decided by the English Courts. In *Redington* v. *Brown*, 32 Ir. L. R. 347, however, it was decided that such an agreement creates a vested interest. In *Gillard* v. *Cheshire Lines Committee*, 32 W. R. 943, the plaintiff who had agreed to take a theatre for eight weeks to commence at a future time was allowed to maintain an action, for injury to a vested proprietary right, against the defendant who had made excavations and deprived the theatre of the support of the adjacent land. A bequest to an unmarried daughter for life and then to her children for their lives and then to a certain religious corporation vests an absolute estate or interest in the corporation subject to the preceding life estates. *Seaver* v. *Fitzgerald*, 141 Mass. 401. The text books are divided as to the validity of a lease such as the one in question. Speaking generally the older text books regard it as bad and the modern ones as valid. In Preston on Estates, Vol. I., p. 66, it is said that the holder of such an interest has not a vested interest because he has not any seisin or in other words such present right as will enable him to exercise an immediate act of ownership by alienation. An *interesse termini* has always been alienable and executory interests have been made alienable by statute, so the whole reason disappears. A situation closely analogous to the present case is that of a covenant by the lessor for the perpetual renewal of a lease. A covenant for renewal for successive lives to be nominated by lessees does not violate the law against perpetuities. *Pollock* v. *Booth*, 91 R. R. Eq. 229. Such a covenant is an exception to the rule. *Woodall* v. *Clifton* (1905), 2 Ch. 257. In a large number of states of the United States the rule of perpetuities is two lives in being and infancy of the person to take. If a case like the instant

one does not create a vested interest then in states having such a rule a lease to begin tomorrow would be void. Such a doctrine does not seem tenable upon any grounds.

PRINCIPAL AND AGENT—EXECUTION OF CONTRACT—SIGNATURE OF AGENT—INTRODUCTORY HEADINGS.—The terms of the contract sued on were stated in a bought note given by the plaintiffs to the defendants: "To H. N. Morris & Co. * * * Manchester. For and on behalf of:—Messrs. Sayles Bleacheries, Saylesville, Rhode Island, U. S. A. We have this day bought from you 60 tons pure aniline oil, * * f. o. b. Manchester. * * * (Signed) H. O. Brandt & Co." The contract was entered into after war had broken out when every contracting party was required to state the destination of the goods. Defendant claimed that the plaintiffs had no right to bring the suit since the contract was not made to them as buyers, but "to Sayles Bleacheries * * * * as buyers through the plaintiffs as their agents;" that this was the true construction of the phrase "for and on behalf of etc." *Held*, by Viscount Reading, C. J., and Scrutton, L. J., that the plaintiff's action was well brought; that when a man signs a contract in his own name he is *prima facie* a contracting party; that the expression, "for and on behalf of etc.," must be treated as a declaration of the destination of the goods since it was not placed in the body of the contract but in the heading only. Neville, J., dissenting, argued: "The words used here are perfectly plain. It may well be that they serve a double purpose, both to give the required information and to show the character in which one of the parties is contracting. That, however, does not justify me in depriving words of the plain meaning which, to my mind, they undoubtedly bear." *Brandt & Co.* v. *Morris* (C. A., 1918), 87 L. J. R. (K. B.) 101.

There is a general rule that an agent who signs a contract in his own name is personally liable and can sue and be sued in his own name; but if he expresses "by some form of words that the writing is the act of the principal," though done by the hand of the agent, the principal may be bound. *Tucker Mfg. Co.* v. *Fairbanks*, 98 Mass. 101. The question in the principal case was whether there was apparent on the face of the contract any intent to bind the principal. After a very vigorous search the writer has been able to find but one American case directly in point; it supports the conclusion of the principal case and is, indeed, very closely analogous. *General Electric Company* v. *Gill, et al.* 127 Fed. 241 (affirmed in 129 Fed. 349). Evidence of surrounding circumstances was allowed in both cases, then, to construe an ambiguity; there was no direct evidence of intent whatever. If we are to hold with the leading case of *Carpenter* v. *Farnsworth*, 106 Mass. 561, 8 Am. Rep. 360, that the court should always lay "hold of any indication on the face of the paper, however informally expressed, to enable it to carry out the intention of the parties," then it appears that there is a good deal of force to the dissenting view in the principal case. See also *Sun Printing and Publishing Association* v. *Moore*, 183 U. S. 642; *Lutz* v. *Van Heynigen Brokerage Company*, 75 So. 284 (Ala.); *Frambach* v. *Frank*, 33 Colo. 529; MECHEM, THE LAW OF AGENCY (1914), 1135.